CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 United States



Vendor ID 0000276926 Thurston Auto Sales LLC 1320 Memorial Dr PO Box 12 ST Johnsbury VT 05819 United States

Contract ID		Page		
000000000000000000013680		1 of 3		
Contract Dates		Origin		
07/30/2008 to 07	7/30/2010	CPŠ		
Description:		Contract Maximum		
CPS USED VEHICLES III		\$99,999,990.00		
Buyer Name	Buyer Phone	Contract Status		
Smith,Steven D	828-4681	Approved		

Phone #: 802/748-6373

1 11011	e #: 602//46-63/3		Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
1	USED PASSENGER CARS PURCHASE PRICE TO BE -5% DISCOUNT FROM AVERAGE RETAIL VALUE PRICE FROM NADA GUIDE POSTED ON HTTP://www.Nadaguides.Com AT TIME OF ORDER.	EA	0.01000	0.00	0.00
2	USED MINI VANS PURCHASE PRICE TO BE -5% DISCOUNT FROM AVERAGE RETAIL VALUE PRICE FROM NADA GUIDE POSTED ON HTTP://www.Nadaguides.Com AT TIME OF ORDER.	EA	0.01000	0.00	0.00
3	USED CARGO VANS PURCHASE PRICE TO BE -5% DISCOUNT FROM AVERAGE RETAIL VALUE PRICE FROM NADA GUIDE POSTED ON HTTP://www.Nadaguides.Com AT TIME OF ORDER.	EA	0.01000	0.00	0.00
4	USED PICKUP TRUCKS PURCHASE PRICE TO BE -5% DISCOUNT FROM AVERAGE RETAIL VALUE PRICE FROM NADA GUIDE POSTED ON HTTP://www.Nadaguides.Com AT TIME OF ORDER.	EA	0.01000	0.00	0.00
5	USED SUV'S PURCHASE PRICE TO BE -5% DISCOUNT FROM AVERAGE RETAIL VALUE PRICE FROM NADA GUIDE POSTED ON HTTP://www.Nadaguides.Com AT TIME OF ORDER.	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE CERTIFIED USED VEHICLES TO STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

CONTRACT PERIOD: JULY 30, 2008 - JULY 30, 2010, WITH AN OPTION TO EXTEND FOR TWO ADDITIONAL ONE YEAR PERIODS.

VENDOR CONTACT INFO:

BILL DIMICK

PHONE: 802-748-6373 FAX: 802-748-2815

EMAIL: BILLDIMICK@TOGETHER.NET

WARRANTY: ALL VEHICLES PURCHASED WILL HAVE THE REMAINDER OF THE MANUFACTURER WARRANTY.

EXTENDED WARRANTY: AVAILABLE

TIRES: MUST HAVE FOUR (4) STEEL BELTED RADIAL TIRES WITH A MINIMUM OF 50% OF THE ORIGINAL TREAD DEPTH REMAINING. TIRES MUST HAVE NOT BEEN REPAIRED OR HAVE EXISTING SIDE-WALL OR DEPTH DAMAGE. SPARE TIRE MUST BE INCLUDED. THE TREAD DEPTH FOR THE SPARE TIRE SHALL HAVE A MINIMUM OF 50% OF THE ORIGINAL TREAD DEPTH REMAINING. JACK AND TOOLS SHALL BE INCLUDED.

VEHICLE RECORDS: COPY OF SERVICE/MAINTENANCE HISTORY AND EVIDENCE OF ANY FACTORY RECALL MODIFICATIONS COMPLETED SHALL BE SUPPLIED WITH EACH VEHICLE. ALL FACTORY RECALL MODIFICATIONS SHALL BE COMPLETED PRIOR TO DELIVERY. THE STATE RESERVES THE RIGHT TO INSPECT SERVICE RECORDS AND/OR THE VEHICLE PRIOR TO PURCHASE.

KEYS: TWO COMPLETE SETS OF KEYS SHALL BE FURNISHED WITH EACH VEHICLE.

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			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

INSPECTION: PRIOR TO DELIVERY, EACH VEHICLE SHALL BE COMPLETELY SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S STANDARD "USED VEHICLE DEALER PREPARATION SCHEDULE" CHECKLIST OR SIMILAR FORM. A FULL EXECUTED COPY OF THAT FORM SHALL ACCOMPANY THE DELIVERY OF EACH VEHICLE. IN ADDITION; EACH VEHICLE SHALL DISPLAY A CURRENT STATE SAFETY INSPECTION STICKER.

VEHICLES AND ALL EQUIPMENT SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE MOTOR VEHICLE, OSHA, ICC, AND ANSI REGULATIONS, SAFETY STANDARD, CODES AND ANY OTHER REGULATIONS IN FORCE AT THE TIME OF DELIVERY.

THE STATE OF VERMONT RESERVES THE RIGHT TO HAVE AGENCY PERSONNEL OBSERVE AND INSPECT DEALER PREPARATION SERVICE PROCEDURES AT THE TIME IT IS BEING PERFORMED. VENDOR IS TO NOTIFY AGENCY AT LEAST 24 HOURS PRIOR TO PREPARATION.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven smith@state vt.us

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR USED VEHICLES ISSUED 06/16/2008 AND VENDOR'S RESPONSE DATED 07/09/2008.

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

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Phone #: 802/748-6373

Line # Item ID Item Desc UOM Price Qty Amt

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER

SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC

NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED

AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED: QUANTITY SHIPPED: AND

PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15 REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

ALL TITLES WILL BE WRITTEN TO THE REQUESTING DEPARTMENT. ALL STATE OWNED VEHICLES WILL INDICATE THE FIRST LIEN HOLDER AS THE STATE OF VERMONT, BUILDINGS AND GENERAL SERVICES, 103 SOUTH MAIN STREET, WATERBURY, VT 05676

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: